

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

KATHRYN BAGGETT,)	
Plaintiff,)	
v.)	CIVIL ACTION 09-0364-KD-N
FIRST PREMIER BANK; NUVELL CREDIT COMPANY, LLC; EQUIFAX INFORMATION SERVICES, LLC; TRANS UNION, LLC;)	
Defendants.)	

ORDER

This action is before the Court on the joint stipulation of dismissal wherein plaintiff Kathryn Baggett and defendant Trans Union LLC, stipulate to the dismissal with prejudice of all claims against Trans Union LLC with each party to bear their own costs, attorneys' fees, and expenses (doc. 26). The stipulation is signed by all remaining parties¹ who have appeared² in this action.

Therefore, upon consideration of the stipulation and pursuant to the provisions of Rule

¹ Nuvell Credit Company, LLC, appeared and answered. Nuvell was dismissed September 30, 2009, by order on the joint stipulation of dismissal (doc. 23).

² Defendants First Premier Bank and Equifax Information Services, LLC were served with notice but did not answer or otherwise appear. Plaintiff filed a notice of dismissal as to these defendants (docs. 24, 25, 27, 28).

41(a)(1)(A)(ii)³ of the Federal Rules of Civil Procedure, defendant Trans Union LLC is **DISMISSED with prejudice**⁴ from this action.

No other order shall be forthcoming from the court except upon application by either party for final judgment as prescribed by Rule 58 of the Federal Rules of Civil Procedure.

Each party shall bear their own costs, attorney' fees, and expenses as stipulated.

DONE and **ORDERED** this the 3rd day of November, 2009.

s / Kristi K DuBose
KRISTI K. DuBOSE
UNITED STATES DISTRICT JUDGE

³ Plaintiff may voluntarily dismiss an action by filing a “stipulation of dismissal signed by all parties who have appeared.” Fed. R. Civ. P. Rule 41(a)(1)(A)(ii).

⁴ “Unless the notice or stipulation states otherwise, the dismissal is without prejudice.” Fed. R. Civ. P. Rule 41(a)(1)(B).